

SERIAL 06015 C

**TRAILER, 44-TON, 16-TIRE EXPANDO WITH MECHANICAL
DETACHABLE GOOSENECK (NIGP 06006)**

DATE OF LAST REVISION: March 30, 2006

CONTRACT END DATE: March 31, 2007

CONTRACT PERIOD THROUGH MARCH 31, 2007

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **TRAILER, 44-TON, 16-TIRE EXPANDO WITH MECHANICAL
DETACHABLE GOOSENECK (NIGP 06006)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 30, 2006**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/mm
Attach

Copy to: Clerk of the Board
Jim Hutchinson, Equipment Services
Kathy Sicard, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **TRAILER, 44-TON, 16-TIRE EXPANDO WITH MECHANICAL DETACHABLE GOOSENECK (NIGP CODE 06006)**

1.0 INTENT:

The intent of this Invitation for Bids is to establish pricing for the item(s) specifically listed herein. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Anticipated purchase quantity is two (2) or more, TRAILER, 44-TON, 16 TIRE EXPANDO W/ MECHANICAL DETACHABLE GOOSENECK to be delivered to the Maricopa County Equipment Services Department, 3325 West Durango, Phoenix, Arizona, as covered by purchase order only.

2.0 TECHNICAL SPECIFICATIONS, MINIMUM:

2.1 DIMENSIONS:

- 2.1.1 Flat Deck Length – Min. 22' 10"
- 2.1.2 Deck Height Loaded – Approx. 24"
- 2.1.3 Deck Width – 102"
- 2.1.4 Overall Length – 46' to 49'
- 2.1.5 Gooseneck Length – Min. 9' 10"
- 2.1.6 Wheel Area Width – 102" to 120"
- 2.1.7 Beaver Tail Length – 16" to 21"
- 2.1.8 Ground Clearance – Min. 8" loaded
- 2.1.9 Wheel Deck Height – Max. 32.5" loaded
- 2.1.10 Fifth-Wheel Plate Height – 50" loaded
- 2.1.11 Rear Loading Ramp Length – Approx. 72"
- 2.1.12 Front Loading Ramp Dimensions – 18" to 24" long, 12" wide, approx. 8" high
- 2.1.13 King Pin Settings – 12" to 16" and 24" to 30"
- 2.1.14 Load Capacity – 44 Ton

2.2 LOAD CARRYING CAPABILITY:

Trailer shall be designed, built and certified to carry 44 ton payload at 65 MPH highway speed. Shall be capable of a permit load of 88,000 lb. in Arizona.

2.3 FRAME:

The trailers main frame, cross members and side rails shall be constructed of high tensile strength steel beams having minimum yield strength of 80,000/100,000 lbs. per square inch, providing for maximum strength and rigidity. Beams shall be sized to provide a minimum design safety factor of 2:1. Cross-member spacing shall not exceed 24".

2.4 SUSPENSION:

Heavy-duty walking beam or equal type, designed to balance load equally between all axles on uneven terrain.

2.5 AXLES:

Four (4) each 20,000 lb. minimum capacity axles equipped with heavy-duty heat treated alloy steel spindles and tapered roller bearing that are oil lubricated. Axle spacing shall be approximately 69".

2.6 BRAKES:

Heavy-duty disc brake system fully air operated minimum ABS on front axles with heavy-duty non-asbestos pads. Vendor to state brake types and model. Air tanks shall be equipped with an air bleed valve pull-cord for the air valve shall be positioned such that it can be accessed from outside of trailer. Complete system including glad-hand connectors shall be supplied.

2.7 TIRES/WHEELS:

2.7.1 Tires – Sixteen (16) 215 x 17.5R 16 ply, radial tubeless tires, Goodyear only (no exceptions.)

2.7.2 Wheels – Sixteen (16) (like) 6.75 x 17.5, heavy-duty hub or stud piloted aluminum disc type wheels. Heavy-duty hub odometer shall be installed.

2.7.3 Spare – One (1) (like) tire and wheel assembly (loose).

2.7.4 Automatic Tire Inflation System – AIRGO or equal

2.8 PLATFORM DECKING:

Deck shall be covered with 2 ½" or 3" APITONG placed lengthwise on cross members. Decking shall extend approx. ¼" above the steel beams to eliminate steel to steel contact. Decking shall be fastened to the cross members with counter-sunk bolts using heavy-duty bridge type floor clips. Longitudinal nor cross members shall not be drilled.

2.9 EXPANDABLE RUNNING GEAR/DECK:

Air operated single lever control expandable running gear with inside islands, designed to expand the section over the wheels and beaver-tail from 102" to 120" width. Trailer Manufacturer shall guarantee in writing that the trailer is capable of over-the-rear loading, without the use of ramps or blocks, track machines weighing up to 85,000 lbs. without structural damage occurring. Load bearing covers (full) shall be installed over the wheels. Bolsters between #1 and #2 axles shall be capable of supporting the rated load.

2.10 LASH DOWN HOLES OR RINGS:

Trailer shall be designed with a minimum of six (6) anchoring holes or D-rings per side for safely lashing down equipment; shall meet all Arizona State and Federal regulations.

2.11 LIGHTS/ELECTRICAL WIRING:

2.11.1 Lights – Trailer shall be equipped with tail, stop, turn signal, license plate and marker lights, (LED) type where possible. Lights shall be major brand name sealed shock resistant waterproof plug-in design, positioned such that they are protected by frame structure if possible to prevent breakage.

2.11.2 Electric Trailer Plug - Electrical trailer plug, heavy-duty, universal, seven (7) conductor type, installed on the front area of the gooseneck.

2.11.3 Wiring - Shall meet all D.O.T. and AZ State regulations, color-coded and run in metal conduit, rubber grommets shall be used where wiring passes through metal openings.

2.11.4 License Plate Holder - Placed in a protected location.

2.12 RAMPS:

Aluminum construction: front ramps 18" to 24" long, 12" wide; rear ramps 72" long, 12" wide. Ramps shall be designed and built to withstand the weight of a D8 type dozer and/or 623E type scrapers (approximately 76,000 pounds). Storage space for ramps when not in use shall be provided on the trailer.

2.13 OUTRIGGER EXTENSIONS:

Trailer shall be equipped with twenty-two (22) removable outriggers 12" long, with eleven (11) positioned on each side, maximum center spacing 24". Side boards shall be 2 1/2" to 3" thick, approximately 10" wide APITONG wood.

2.14 GOOSENECK:

Gooseneck shall be perimeter frame design mechanical detachable with self aligning guidance system; center-pins shall lock automatically when connection is made. Gooseneck shall be 12' 10" long with two (2) king-pin settings 12" to 16" and 24" to 30", swing clearance shall be 89" to 95". Storage space shall be provided on the gooseneck for wood blocks needed for equipment loading.

2.15 CHAIN BOX TROUGH – Heavy-duty open top design with drain holes approx. 60" long, 23" wide, approx. 2 1/2" to 3" deep positioned at the front center of the main deck, recessed into the wood deck, 1/4" steel bottom attached directly to the cross-members.

2.16 TOOL BOXES – Two (2) heavy-duty top-opening design with a padlock or equal latch assembly. Boxes shall be approx. 31" long, 23" wide, 6" deep. One box on each side of the gooseneck deck at the front positioned lengthwise.

2.17 GENERAL:

Trailer shall meet all State and Federal DOT regulation, Sharp edges and corners shall be rounded to prevent accidental injury. Trailer shall have been completely serviced, tested and ready for full operations when delivered, (no exceptions). . Vendor shall supply Dealers Invoice, Manufacturer's Certificate Of Origin, Warranty Paperwork and a copy of the P/O when the trailer is delivered.

2.18 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have seven (7) days to perform its acceptance testing and inspection of the Products, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.19 TRAINING:

The successful Contractor shall provide a minimum of four hours to completely train County personnel in the use and care of the equipment. Training will be scheduled by the Equipment Services Department to be conducted at the time of delivery or shortly thereafter. Vendor shall supply an instructional training video if available.

2.20 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within one-hundred twenty (120) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

2.21 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.22 INSTALLATION:

The Contractor's price shall include delivery and setup in complete operating condition.

2.23 WARRANTY:

The minimum warranty period shall be twelve (12) months for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency. If a major component failure should occur and the trailer has to be transported to the manufacturer's location for repair, all transportation costs shall be the responsibility of the manufacturer.

2.24 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have (or provide before bid award) and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.25 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals, and schematic diagrams, if required by the Using Agency. **One complete Operational, Parts and Repair manual shall be supplied with each unit ordered at the time of delivery.**

2.26 MODEL YEAR EQUIPMENT:

The County will only accept bids offering current model year equipment/product.

2.27 ORDER CUTOFF INFORMATION:

Contractors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment/product specified in the Invitation for Bids at the time of submission. Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of **subsequent cutoff dates** by notifying the Procurement Consultant, **in writing**, of this new information.

2.28 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.0 SPECIAL TERMS & CONDITIONS:

1.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

1.2 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

1.2.1 Compliance with specifications

1.2.2 Price

1.2.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

1.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

1.4 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management.

1.5 INDEMNIFICATION AND INSURANCE:

1.5.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

1.5.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

1.5.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

1.5.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

1.5.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

1.5.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

1.5.4 Certificates of Insurance.

1.5.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

1.5.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

1.6 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM HUTCHINSON, EQUIPMENT SERVICES, 602-506-4677
(jim.hutchinson@MAIL.MARICOPA.GOV)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

1.7 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON MARCH 06, 2006 AT 10:00 A.M. AT THE EQUIPMENT SERVICES 2ND FLOOR CONFERENCE ROOM, 3325 W. DURANGO, PHOENIX, AZ 85009.

1.8 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

1.9 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled) and one (1) extra hard copy of pricing.
Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003.
A corporate official who has been authorized to make such commitments must sign bids.

1.10 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

1.10.1 One (1) original and one (1) copy of all submissions is MANDATORY

1.10.2 Pricing pages, MANDATORY (Attachment A)

1.10.3 Agreement page, MANDATORY (Attachment B)

1.10.4 References (Attachment C)

1.10.5 Copies of Catalogs/Pricing Documents (if required)

1.10.6 Literature, Technical and Descriptive, MANDATORY

EMPIRE MACHINERY, 1725 W. COUNTRY CLUB DR., MESA, AZ 85210

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

PRICING SHEET: C233004/B0700186/NIGP 06006

2.0	ITEM DESCRIPTION:	UNIT PRICE
2.1	Two (2) or more <u>TRAILER, 44-TON, 16 TIRE EXPANDO</u> <u>W/ MECHANICAL</u> <u>DETACHABLE GOOSENECK</u> in accordance with specifications.	<u>\$84,515.00</u>
2.2	Manufacturer / Model:	<u>Murray "Professional"</u>
2.3	Warranty (define in writing here, attachments may be offered only as amplifying informations):	<u>Standard Manufacturer's Warranty -12 months</u> <u>parts and labor</u>
2.4	Delivery (days ARO):	<u>by June 15, 2006</u>
2.5	Cutoff dates for ordering any of the above items and options, if any. REQUIRED:	<u>30 days</u>
2.6	Brake type and model:	<u>ABC Disc Brakes with Air-Go inflation system</u>
3.0	Labor Rate:	<u>\$95.00/hour</u>
4.0	Blanket discount for parts not covered by warranty:	<u>None</u>
4.1	Manufacturer's catalog date:	<u>2006</u>
4.2	Discount column (jobber's, etc.):	<u>None</u>

Terms:	NET 30
Vendor Number:	W000001112 X
Telephone Number:	480/633-4517
Fax Number:	480/633-4626
Contact Person:	Dick Graese
E-mail Address:	dgraese@empire-cat.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2007.